

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>D0-C9</b>		PAGE OF <b>1</b>   <b>26</b> PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. <b>N00173-04-R-HA05</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>02 NOV 2004</b>		6. REQUISITION/PURCHASE NO.		
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVENUE SW WASHINGTON DC 20375-5326 ATTN: CODE 3220.HA				CODE <b>3220</b>		8. ADDRESS OFFER TO (If other than Item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L-2</u> until <u>4:00P.</u> local time <u>02 DEC 2004</u> <span style="float: right;">(Hour) (Date)</span>										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME <b>HILDA R. ABDON, Contract Specialist</b>			B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>202-767-0682</b>					
<b>11. TABLE OF CONTENTS</b>										
( <input checked="" type="checkbox"/> ) SEC.	DESCRIPTION			PAGE(S)	( <input checked="" type="checkbox"/> ) SEC.	DESCRIPTION			PAGE(S)	
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<b>OFFER (Must be fully completed by offeror)</b>										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS		%	20 CALENDAR DAYS		%	30 CALENDAR DAYS		%
(See Section I, Clause No. 52-232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.			DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE			18. OFFER DATE		
		<input type="checkbox"/>								
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN  ITEM (4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - THE SCHEDULE**  
**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

**B-1 SUPPLIES/SERVICES AND COSTS**

<b>ITEM NUMBER</b>	<b>SUPPLIES/SERVICES</b>	<b>ESTIMATED COST</b>	<b>FIXED FEE</b>	<b>ESTIMATED COST PLUS FIXED FEE</b>
0001	The Contractor shall conduct research as described in Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423) and Enclosure 1.	* NSP	* NSP	* NSP
<b>TOTAL ESTIMATED COST PLUS FIXED FEE: \$</b>			<b>\$</b>	<b>\$</b>

*\* Not Separately Priced*

**NOTICE TO OFFERORS:** In addition to inserting the estimated cost and fixed fee for the base year above, the estimated cost and fixed fee for each optional extension of the term of the contract are to be inserted in Section H.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C-1 STATEMENT OF WORK**

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

**C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS**

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 30 July 2004 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

**C-3 SUBCONTRACTING PLAN**

Subcontracting Plan \_\_\_\_\_ dated \_\_\_\_\_ is hereby incorporated by reference and made a material part of this contract.

*(\*this provision will be included and completed at time of award, if applicable)*

**SECTION D**  
**PACKAGING AND MARKING**

**D-1 PACKAGING AND MARKING**

Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE**

**FAR CLAUSE    TITLE**

52.246-9       -    Inspection Of Research And Development (Short Form) (APR 1984)

**DFARS CLAUSE    TITLE**

252.246-7000   -    Material Inspection And Receiving Report (MAR 2003)

**E-2 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

**SECTION F  
DELIVERIES OR PERFORMANCE**

**F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:**

**FAR CLAUSE    TITLE**

52.242-15    -    Stop-Work Order (AUG 1989) - Alternate I (APR 1984)  
52.247-34    -    F.O.B. Destination (NOV 1991)

**F-2 PERIOD AND PLACE OF PERFORMANCE**

- (a) The term of this contract is from date of award through twelve (12) months thereafter with four(4) options that will extend the period of performance for an additional twelve (12) months each, if exercised.
- (b) (i) The principal place of performance of this contract shall be at:

USS SHADWELL  
Mobile, AL

- (ii) A significant amount of performance shall be at:

Naval Research Laboratory  
4555 Overlook Avenue S.W.,  
Washington, DC 20375

## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Security Matters- Contracting Officer for Security, Code 1221, (202) 767-2240, DSN 297-2240, email [security-group@nrl.navy.mil](mailto:security-group@nrl.navy.mil)

Safety Matters- Head Safety Branch, Code 3540, (202) 767-2232, DSN 297-2232, email [safety@nrl.navy.mil](mailto:safety@nrl.navy.mil)

Patent Matters-Associate Counsel (Intellectual Property), Code 1008.2, (202) 404-1552, DSN 297-1552, email [patents@nrl.navy.mil](mailto:patents@nrl.navy.mil)

Release of Data-Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email [publicaffairs@nrl.navy.mil](mailto:publicaffairs@nrl.navy.mil)

### G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

\* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

( \* To be completed at time of award)

### G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)

- (a) For the purposes of this clause, technical direction includes the following:
  - (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
  - (2) Guidelines to the Contractor, which assist in interpretation of drawings, specifications or technical portions of, work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:

- (1) Assign additional work under the contract:
  - (2) Direct a change as defined in the contract clause entitled "Changes";
  - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
  - (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.
- (e) TDMs shall include, but not be limited to, the following information:
- (1) Date of TDM,
  - (2) Contract Number,
  - (3) Reference to the relevant portion or item in the Statement of Work,
  - (4) The specific technical direction or clarification, and
  - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

#### **G-4 SUBCONTRACTORS/CONSULTANTS**

- (a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).
- (b) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract:

Subcontractor/Consultant Name	Estimated Cost
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*(Paragraph (b) will be included and filled in at time of award if subcontractor/consultants are proposed by the successful offeror)*

#### **G-5 INCREMENTAL FUNDING**

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount allotted to this contract is \$\* and it is estimated that this amount is sufficient for contract performance through \* .  
*(\*this provision will be included and completed at time of award, if applicable)*

**G-6 INFORMATIONAL SUBLINE ITEMS**

It is anticipated that the research and development services performed under this contract will be paid for from multiple sources of funds. Informational subline items will be established as necessary to identify each accounting citation classification.

**G-7 SPECIAL PAYMENT INSTRUCTIONS- MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)**

Payments shall be made in accordance with the ACRN(s) cited on the contractor's invoice. The Contractor may contact the COR regarding which ACRN(s) to cite on an invoice.

**G-8 PAYMENT AND INVOICE INSTRUCTIONS (COST REIMBURSEMENT)**Submission of Invoices

The contractor shall submit invoices and any necessary supporting documentation to the contract auditor at the following address:

*(\*To be completed at time of award)*

Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clauses(s) of this contract.

The contractor shall provide an information copy of each invoice submitted to the COR identified in Section G.

A DD Form 250 "Material Inspection and Receiving Report" is required.

The contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

Pursuant to DFARS 242.803(b)(i)(c), if the cognizant Government auditor has notified the contractor of its authorization to do so, the contractor may submit vouchers under this contract direct to the payment office shown in Block 12 of SF 26 instead of to the address shown above. Such authorization does not extend to the first and final vouchers. The contractor shall continue to submit first vouchers to the cognizant auditor shown above. The final voucher shall be submitted to the Administrative Contracting Officer (SF 26, Block 6) with a copy to the cognizant auditor.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H-1 TYPE OF CONTRACT**

This is a \*

*(\*To be completed at time of award)*

**H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)**

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Labor Category	First/M/Last Name
Senior Engineer	<i>(To be completed at time of award)</i>



**H-3 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)**

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 41,000 hours with four options of 41,000 hours each of direct labor or a total hours of 205,000 hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.
- (b) The level of effort for this contract shall be expended at an average rate of hours 3,417 hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.
- (c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.
- (d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

- or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.
- (g) In the event the government fails to fully fund the contract in a timely manner, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.
- (h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that

the Contractor has delivered at least 95% of the level of effort required in paragraph (a) above.

(i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.

(j) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

(k) The anticipated breakdown by labor category of the total level of effort is as follows:

<u>LABOR CATEGORY</u>	<u>BASE YR</u>	<u>OPTION I</u>	<u>OPTION II</u>	<u>OPTION III</u>	<u>OPTION IV</u>
Senior Engineer	8,000	8,000	8,000	8,000	8,000
Engineer	10,100	10,100	10,100	10,100	10,100
Junior Engineer	7,900	7,900	7,900	7,900	7,900
Technician	13,000	13,000	13,000	13,000	13,000
Support	2,000	2,000	2,000	2,000	2,000

#### **H-4 ONR 5252.235-9714 - REPORT PREPARATION (FEB 02)**

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html> . NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 ax: 301-206-9789.]

#### **H-5 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)**

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

**H-6 OPTION TO EXTEND THE TERM OF THE CONTRACT**

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer giving written notice of renewal to the Contractor within the existing term of the contract. The Government may exercise its option to renew the contract a total of four (4) option times and each such renewal shall extend the term of the contract by twelve (12) months. The Contractor agrees that performance under each such renewal shall be accomplished in accordance with all of the terms and conditions of this contract and at the estimated cost and fixed fee set forth below:

**First Option**

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

**Second Option**

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

**Third Option**

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

**Fourth Option**

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

**H-7 OPTION(S)**

The Government may require performance of the numbered line items identified in the Schedule as optional items at the price stated in the Schedule. The Contracting Officer may unilaterally exercise the option by written notice to the Contractor anytime prior to the current completion date of the contract. . The Government may elect to exercise its option by issuing a new contract for the option. Except as provided in the schedule, the new contract will have the same terms and conditions as this contract including any unexercised options.

**H-8 ON-SITE USE OF GOVERNMENT PROPERTY**

It is anticipated that Government property will be used by the contractor's personnel in the performance of that portion of the contract performed on-site at the U.S. Naval Research Laboratory (NRL) including any of its field sites. Such use will be on a rent free basis and all such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

**H-9 REPRESENTATIONS AND CERTIFICATIONS**

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

**PART II - CONTRACT CLAUSES**  
**SECTION I**  
**CONTRACT CLAUSES**

**I-1 FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

**a. FEDERAL ACQUISITION REGULATION CLAUSES**

<b><u>FAR CLAUSE</u></b>	<b><u>TITLE</u></b>
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52.202-1	- Definitions (JUL 2004)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52.203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (JUN 2003)
52.204-2	- Security Requirements (AUG 1996)

- 52.204-4 - Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
- 52.209-6 - Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
- 52.211-15 - Defense Priority And Allocation Requirements (SEP 1990)
- 52.215-2 - Audit And Records-Negotiation (JUN 1999)
- 52.215-8 - Order Of Precedence - Uniform Contract Format (OCT 1997)
- 52.215-10 - Price Reduction For Defective Cost Or Pricing Data (OCT 1997)
- 52.215-11 - Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
- 52.215-12 - Subcontractor Cost Or Pricing Data (OCT 1997)
- 52.215-13 - Subcontractor Cost Or Pricing Data Modifications (OCT 1997)
- 52.215-14 - Integrity Of Unit Prices (OCT 1997)
- 52.215-15 - Pension Adjustments And Asset Reversions (JAN 2004)
- 52.215-17 - Waiver Of Facilities Capital Cost Of Money (OCT 1997)  
( *will be included if the successful offeror does not propose facilities capital cost of money*)
- 52.215-18 - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (OCT 1997)
- 52.215-19 - Notification Of Ownership Changes (OCT 1997)
- 52.215-21 - Requirements For Cost Or Pricing Data Or Information Other Than Cost or Pricing Data -Modifications (OCT 1997)
- 52.216-7 - Allowable Cost And Payment (DEC 2002) (fill in 30th
- 52.216-8 - Fixed-Fee (MAR 1997)
- 52.219-3 - Notice Of Total HUBZone Set-Aside (JAN 1999)
- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999) ☐ Offeror elects to waive the evaluation preference.
- 52.219-6 - Notice Of Total Small-Business Set-Aside (JUN 2003)
- 52.219-8 - Utilization Of Small Business Concerns (MAY 2004)
- 52.219-14 - Limitations On Subcontracting (DEC 1996)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (JAN 1999)
- 52.219-25 - Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (OCT 1999)
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (JUN 2003)
- 52.222-21 - Prohibition Of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (APR 2002)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention And Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JAN 2004)
- 52.227-1 - Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)

- 52.227-10 - Filing Of Patent Application- Classified Subject Matter (APR 1984)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)  
*(will be included if the successful offeror is a small business or a non-profit organization)*
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (NOV 1999)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) *(Applicable when the contract or task order is fully funded)*
- 52.232-22 - Limitation Of Funds (APR 1984) *(Applicable when the contract or task order is not fully funded)*
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (OCT 2003) Alternate I (FEB 2002)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002) - Alternate I (DEC 1991)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (MAY 2001)
- 52.242-4 - Certification Of Final Indirect Costs (JAN 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.243-6 - Change Order Accounting (APR 1984)
- 52.243-7 - Notification Of Changes (APR 1984) fill in 30
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (AUG 1998)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items (JUL 2004)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JUN 2003) (DEVIATION)
- 52.245-18 - Special Test Equipment (FEB 1993)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
- 52.247-63 - Preference For U. S. Flag Carriers (JUN 2003)
- 52.249-6 - Termination (Cost-Reimbursement) (MAY 2004)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984)( fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))
- 52.253-1 - Computer Generated Forms (JAN 1991)

**b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES****DFARS CLAUSE    TITLE**

252.201-7000	-	Contracting Officer's Representative (DEC 1991)
252.203-7001	-	Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
252.203-7002	-	Display Of DoD Hotline Poster (DEC 1991)
252.204-7000	-	Disclosure Of Information (DEC 1991)
252.204-7003	-	Control Of Government Personnel Work Product (APR 1992)
252.204-7004	-	Alternate A (NOV 2003)
252.205-7000	-	Provision Of Information To Cooperative Agreement Holders (DEC 1991)
252.209-7000	-	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
252.209-7004	-	Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
252.215-7000	-	Pricing Adjustments (DEC 1991)
252.215-7002	-	Cost Estimating System Requirements (OCT 1998)
252.223-7004	-	Drug-Free Work Force (SEP 1988)
252.223-7006	-	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
252.225-7012	-	Preference For Certain Domestic Commodities (JUN 2004)
252.225-7013	-	Duty Free Entry (JAN 2004)
252.225-7031	-	Secondary Arab Boycott Of Israel (APR 2003)
252.225-7043	-	Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JUN 1998) (fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
252.226-7001	-	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns (OCT 2003)
252.227-7000	-	Non Estoppel (OCT 1966)
252.227-7001	-	Release Of Past Infringement (AUG 1984)
252.227-7013	-	Rights In Technical Data -- Noncommercial Items (NOV 1995) - Alternate I (JUN 1995)
252.227-7014	-	Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995) - Alternate I (JUN 1995)
252.227-7016	-	Rights In Bid Or Proposal Information (JUN 1995)
252.227-7019	-	Validation Of Asserted Restrictions--Computer Software (JUN 1995)
252.227-7026	-	Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
252.227-7027	-	Deferred Ordering Of Technical Data Or Computer Software (APR 1988)
252.227-7030	-	Technical Data--Withholding Of Payment (MAR 2000)
252.227-7034	-	Patents--Subcontracts (APR 1984)
252.227-7037	-	Validation Of Restrictive Markings On Technical Data (SEP 1999)
252.227-7039	-	Patents--Reporting Of Subject Inventions (APR 1990)
252.231-7000	-	Supplemental Cost Principles (DEC 1991)
252.232-7003	-	Electronic Submission Of Payment Requests (JAN 2004)
252.232-7005	-	Reimbursement Of Subcontractor Advance Payment—DoD Pilot Mentor-Protégé Program (SEP 2001)

- ## I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

## WARNING

\*The Contractor shall insert the name of the substance(s).

## LIST OF ATTACHMENTS

- (\* To be included at time of award)



**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION - K**  
**REPRESENTATIONS, CERTIFICATIONS**  
**AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

**K-1 Representations, Certifications, and Other Statements of Offerors or Respondents**

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/rep sandcerts.htm>

Use Representations and Certifications: A

**K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)**

The fill in information is as follows:

The NAICS code for this acquisition is 541710

The small business size standard is. 500 EMPLOYEES

**SECTION L**  
**INSTRUCTIONS CONDITIONS AND NOTICES**  
**TO OFFERORS OR RESPONDENTS**

**L-1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>  
<http://heron.nrl.navy.mil/contracts/home.htm>

<b>FAR CLAUSE</b>	<b>TITLE</b>
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52.204-6	- Data Universal Numbering System (DUNS) Number (OCT 2003)
52.204-7	- Central Contractor Registration (OCT 2003)
52.214-34	- Submission Of Offers In The English Language (APR 1991)
52.214-35	- Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	- Instructions To Offerors- Competitive Acquisition (JAN 2004)

- 52.215-5 - Facsimile Proposals (OCT 1997)  
Paragraph (c) is completed as follows: (202) 767-5896 (primary) or (202) 767-0494 (alternate). In addition proposals may be transmitted by e-mail to [abdon@contracts.nrl.navy.mil](mailto:abdon@contracts.nrl.navy.mil) (primary) or [bays@contracts.nrl.navy.mil](mailto:bays@contracts.nrl.navy.mil) (alternate) in either Microsoft Word (2000 or earlier) or pdf format.
- 52.215-16 - Facilities Capital Cost Of Money (JUN 2003)
- 52.219-24 - Small Disadvantaged Business Participation Program - Targets (OCT 2000)
- 52.222-24 - Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
- 52.237-10 - Identification Of Uncompensated Overtime (OCT 1997)

**DFAR CLAUSE TITLE**

252.209-7001- Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (MAR 1998)

**L-2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS**

All proposals shall be submitted in accordance with FAR 52.215-1- *Instructions to Offerors-Competitive Acquisition*. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or delivery services shall be addressed to:

Contracting Officer, ATTN: Code 3220.HA  
Naval Research Laboratory(NRL)  
4555 Overlook Avenue, S.W.  
Washington, D.C. 20375

Solicitation/RFP No. – N00173-04-R-HA05

Closing Date: November 2, 2004 Time: 4:00 P.M. EST

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at <http://www.nrl.navy.mil/aboutdc.htm>

If facsimile proposals are authorized, contracting officers may request offeror(s) to provide the complete; original signed proposal at a later date.

**L-3 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; ☒ DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**L-4 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:

See Section L- 13  
Volume II – Business Proposal

**L-5 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost Plus Fixed Fee Term type of contract resulting from this solicitation.

**L-6 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L-7 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)**

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
  - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
  - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be

furnished to the Government with restrictions on use, release, or disclosure.

- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of  
Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data Computer Software to be Furnished With Restrictions*	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions****
(List)*****	(List)	(List)	(List)

\* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\* Corporation, individual, or other person, as appropriate.

\*\*\*\*\* Enter "none" when all data or software will be submitted without restrictions.

Date

Printed Name and Title

Signature

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**L-8 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**L-9 GOVERNMENT-FURNISHED PROPERTY**

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

**L-10 INQUIRIES CONCERNING THE RFP**

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

**L-11 PROPOSAL ORGANIZATION**

(1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).

(2) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

**L-12 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES .

Offerors must propose in accordance with H-3 Level of Effort, Paragraph (K). If the offeror uses a labor category other than that identified in Section H-3, the offeror must provide a matrix clearly relating their proposed labor categories to those in Section H-3.

**1. Qualifications of Key Personnel**

The proposal should indicate technical competence of the offerors key and supporting personnel as demonstrated by their resumes, experience (both general and project related), publication records, and the degree to which they meet the requirements set forth in the RFP, Attachment No. 2, Personnel Qualifications.

The proposal should indicate the availability of key personnel to support the effort on a permanent basis. Key personnel must be currently employed by the offeror or documentation included showing their immediate availability. A statement of commitment by the offeror that specific personnel will be committed to the effort is essential.

Provide documentation to show that the technical team spans the total requirement of the Statement of Work and that the project manager is qualified to address the total scope

**2. CORPORATE EXPERIENCE**

The proposal should provide a corporate technical base to support the entire effort including potential expansion of the level of effort within the scope of the Statement of Work (SOW).

**3. UNDERSTANDING OF THE PROBLEM**

The proposal should indicate the offeror's complete understanding of the technical requirements and the general nature of the tasks set forth in the SOW. The offeror's understanding of the Statement of Work (SOW) will be evaluated.

The proposal should demonstrate the offeror's experience in the type of research and development required by the tasks set forth in the SOW. The proposal should address each of the technical requirements stated in the SOW. A simple statement of understanding or playback of the SOW will not be considered as responsive.

**PAST PERFORMANCE INFORMATION**

(a) Offerors shall submit the following information as part of their proposal. (*Offerors are encouraged to submit the information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period.*) List the last five (5) contracts or subcontracts completed by the offeror or predecessor companies during the past three (3) years for services similar in nature to this requirement. Include in the five (5) contracts any current contracts or subcontracts for similar

services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

1. Name of contracting organization.
2. Contract number
3. Contract type
4. Total contract value
5. Description of the contract work
6. Contracting officer and telephone number
7. Contracting officer's representative, program manager, or similar official and telephone number

(b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/home.htm> is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.

(c) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts as this will be obtained from the contracting organizations.

## **L-13 VOLUME II - BUSINESS PROPOSAL**

**REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES**

### **(1) COST PROPOSAL**

The offeror shall submit a business proposal that includes a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate each cost element. Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission. However, offerors are advised to use actual labor rates of proposed personnel as the basis for estimating labor costs when practicable.

### **L-14 TRAVEL**

The travel estimates set forth must be included in each offerors cost proposal for evaluation purposes only. During the term of this contract, the contractor will be reimbursed actual and allowable travel costs.

The Government's estimated amount for the travel is not expected to exceed \$250,000 per year or \$1,250,000 for the total effort.

These estimates are direct costs, and the offeror should add any applicable indirect costs.

## **L-15 EQUIPMENT/MATERIALS ESTIMATE**

The material estimates set forth must be included in each offerors cost proposal for evaluation purposes only. During the term of this contract, the contractor will be reimbursed actual and allowable material costs.

The Government's estimated amount for the materials and supplies is not expected to exceed \$100,000 per year or \$500,000 for the total effort.

These estimates are direct costs, and the offeror should add any applicable indirect costs.

## **SECTION M EVALUATION FACTORS FOR AWARD**

### **M-1 EVALUATION**

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. The technical considerations are more important than the cost factor. The closer the technical scores of the various proposals are to one another, the more important the cost considerations become. The Technical and Cost factors are each more important than the Small Business Participation factor.

### **M-2 EVALUATION FACTORS FOR AWARD**

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor. Technical subfactor 1 is of greater importance than factors 2 and 3 which are of equal importance and of greater importance than factor 4.

#### **M-2-1. TECHNICAL/MANAGEMENT**

##### **(1) QUALIFICATIONS OF KEY PERSONNEL**

The proposed personnel will be evaluated on the technical competence of the offerors' key and supporting personnel as demonstrated by their resumes, experience (both general and project related), publication records, and the degree to which they meet the requirements set forth in the RFP, Attachment No. 2, Personnel Qualifications.

The proposal will be evaluated on availability of the Key Personnel to support the effort on a permanent basis. Key Personnel must be currently employed by the offeror or the proposal shall include documentation showing their immediate availability. A statement of commitment by the offeror that specific personnel will be committed to the effort should be provided.

##### **(2) CORPORATE EXPERIENCE**



The proposal will be evaluated on the soundness of the Offeror's ability to provide a corporate technical base to support the entire effort including the potential expansion of the level of effort within the scope of the statement of work (SOW).

### **(3) UNDERSTANDING OF THE PROBLEM**

The proposal will be evaluated on the offeror's complete understanding of the technical requirements and the general nature of the tasks set forth in the SOW.

The proposal will be evaluated on the offeror's experience in the type of research and development required by the tasks set forth in the SOW.

### **PAST PERFORMANCE**

Past performance will be evaluated on the basis of the quality of the work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Section L and other sources if available. The evaluation will take into account past performance information regarding predecessor companies, subcontractors that will perform major or critical aspects of the requirement, or the proposed project manager or key personnel responsible for major or critical aspects of the requirement. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iv).

**M-2-2 COST TO THE GOVERNMENT**

Proposed estimated cost to the Government. The Government may adjust the proposed cost for purposes of evaluation based upon an evaluation of cost realism. Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. The cost realism evaluation includes an analysis of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal as well as the proposed labor and indirect rates. It also includes evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

**M-3 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

## **STATEMENT OF WORK**

### **I – INTRODUCTION**

The Naval Research Laboratory, through its Naval Technology Center for Safety and Survivability (Code 6180), is responsible for a wide variety of survivability and fire protection RDT&E projects for Navy surface ships, submarine, aircraft and shore facility applications, and DOD use in general. Among these are development of new fire fighting technology and evaluation of fire extinguishing agents and hardware systems, fire fighting and damage control hardware, tactics and doctrine development and small and large scale fire tests. The programs include basic research, technology development and test and evaluation (including numerical simulation). Recent and current work include Passive fire/ material studies, Fire Hazard Analysis, Fire and Smoke Model development, Halon Replacement agent test and development, Automation technology development to support reduced manning goals, Live Fire Test and Evaluation (LFT&E) test and analysis, Weapon Effects Test (WET) and analysis, and real-scale Engineering Development Model (EDM) test and analysis for the DD(X) family of ships. Work most often must be done on a fast-response basis to meet Fleet needs and deal with urgent problem solution. It involves RDT&E at the Naval Research Laboratory in Washington DC, its Chesapeake Bay Detachment, at the Navy's fire test ship ex-USS SHADWELL located in Mobile, AL and aboard ship and other military facilities.

### **II – SCOPE**

The contractor shall develop test plans, perform analyses, conduct studies and conduct RDT&E projects to contribute to the accomplishment of conceptual and developmental objectives for the Center's research program, as described above. The contractor shall provide the required logistics support, possess the ability to transmit data and reports electronically, reply to electronic mail over such medium as the INTERNET, and submit monthly and final technical reports in accordance with the following tasks areas:

#### **EX-USS SHADWELL SUPPORT**

- a. The contractor shall provide qualified engineers and technicians for the Navy's Fire Test Ship ex-USS SHADWELL located in Mobile AL for Control Room operations and implementing the appropriate and approved instrumentation plans for the ex-SHADWELL experimental studies. The Contractor shall conduct test site preparations and provide facility maintenance and upkeep. Ex-USS SHADWELL facility capabilities and instrumentation specificity can be found in reference (1).

## **FIRE EXTINGUISHING AGENTS/DELIVERY SYSTEMS**

- b. The contractor shall evaluate the performance of fire fighting agents and be cognizant of all fire test protocols/ approval processes for determining the applicability to Navy platforms and facilities. Fire fighting agents may include Fine Water Mist, Halon/Halon replacement gaseous agents, Aqueous Film Forming Foam (AFFF), fluoroprotein and other fire fighting foams, dry chemical agents and solid propellant generators. The contractor shall also be knowledgeable of all Navy fire fighting delivery systems. If the Navy determines that changes to existing specifications or systems are required, the contractor shall also submit draft copies of the changes for new specifications and/or system designs. These revised or new specifications and system designs may be delivered as part of the final task summary report.

## **FIRE HAZARD ANALYSIS/PASSIVE FIRE SAFETY**

- c. The contractor shall develop/implement a Fire Hazard Analysis process, which may include computer model simulation and engineering rules to assess fire threat and flammability of materials as applied to Navy platforms. The models used should be based on data acquired from simulated compartment studies and from actual fire test data and be able to discriminate the effectiveness of materials in preventing fire spread. The analysis process and computer models will be used to assess the hazards and vulnerability of existing and new ship classes such as LPD-17, DD(X) family of ships, LHA(R) and CVN 78.
- d. The contractor shall conduct fire tests to assess the effectiveness of insulation and other passive protection measures for steel, aluminum and composites. The contractor shall prepare a test plan describing the various fire threats, the instrumentation required and the approach to the testing.

## **SMALL AND LARGE SCALE FIRE TESTS**

- e. The contractor shall furnish a test plan, which outlines the test objectives, methods of approach, test compartment(s) geometry, instruments, materials, test matrix, and metrics for rating performance. The test plan developed by the contractor shall be approved by COR prior to implementation. All Tests shall be accomplished at Navy facilities. For tests conducted on the ex-USS SHADWELL, the test plan must conform to the requirements of the operational levels of ex-SHADWELL (reference (2)). Fire tests conducted at non-Navy facilities must have prior approval by COR.
- f. The contractor shall develop the requisite test plan, direct the conduct of the tests, complete data analysis and document the test results. Preliminary data analysis shall be conducted on a daily basis during the conduct of the test series to ensure that follow-on testing will meet the fire test mission objectives. The

Contractor shall provide data collection to evaluate the performance of the instrumentation and adequacy of the Safety Plan. All instrumentation and associated hardware/software, including audio video tapes, shall be provided by the government GFE. A summary report documenting the data and analysis shall be provided to COR within three weeks of completion of the test or test series. The summary report shall be submitted in electronic form as an NRL letter report. Following the letter report a Memorandum or Formal Report shall be submitted within six weeks also in electronic form fully documenting the tests. On occasion where video clips are appropriate in a report, it will be delivered in CD-ROM format.

### **FIRE FIGHTING TACTICS/DOCTRINE DEVELOPMENT**

- g. The contractor shall coordinate with NRL and provide recommendations for the development of new fire fighting doctrine (organization & procedures). Recommendations shall be based on data analysis from the tests conducted and observations made with Fleet participants. The contractor shall be knowledgeable of all governing technical publications related to Naval firefighting doctrine such as Naval Ship Technical Manuals (NSTM) 555 Surface Ship and Submarine Firefighting volumes I and II and the Naval Warfare Publication (NWP) 3-20.31 Surface Ship Survivability.

### **III – ADMINISTRATIVE SUPPORT**

The contractor shall provide the necessary administrative support for report submissions prepared in accordance with the format described in the NRL editorial guide, reference (3). References (4) and (5) provide an example of an approved Test Plan and Memorandum Report. Copies of the guide and example reports are available upon request. The reports are to be electronically transmitted to NRL for review to enhance “turnaround” time. The format and software shall be in Navy standard, i.e., Microsoft WORD, format. All other reports and specifications required by the DD1423 shall be sent as first class mail. Classified reports shall not be sent electronically.

<b>CONTRACT DATA REQUIREMENTS LIST</b>						Form Approved OMB No. 0704-0188	
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting							
<b>A. CONTRACT LINE ITEM NO.</b> 0002		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM- _____ OTHER _____ N/A			
<b>D. SYSTEM / ITEM</b> 0001		<b>E. CONTRACT / PR NO.</b>		<b>F. CONTRACTOR</b>			
<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> TEST PLAN			<b>3. SUBTITLE</b>			
<b>4. AUTHORITY</b> (Data Acquisition Document No.)		<b>5. CONTRACT REFERENCE</b> SOW PARA 2		<b>6. REQUIRING OFFICE</b> NRL			
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> AS REQ	<b>12. DATE OF FIRST SUBMISSION</b> AS REQ	<b>14. DISTRIBUTION</b>		<b>b. COPIES</b>	
<b>8. APP CODE</b>	<b>11. AS OF DATE</b> AS REQ	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> AS REQ	<b>a. ADDRESSEE</b>		<b>Draft</b>	<b>Final</b>	
<b>16. REMARKS</b> Contractor shall submit a test plan at the beginning of each task to be performed in accordance with the statement of work for each task.				CODE 6102		1	
				CODE 6180		1	
				<b>15. TOTAL</b> →		2	
<b>1. DATA ITEM NO.</b> A002	<b>2. TITLE OF DATA ITEM</b> Informal (letter) Management /Financial Report			<b>3. SUBTITLE</b>			
<b>4. AUTHORITY</b> (Data Acquisition Document No.)		<b>5. CONTRACT REFERENCE</b>		<b>6. REQUIRING OFFICE</b> NRL			
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> Monthly	<b>12. DATE OF FIRST SUBMISSION</b> 30 DAC	<b>14. DISTRIBUTION</b>		<b>b. COPIES</b>	
<b>8. APP CODE</b>	<b>11. AS OF DATE</b> 30 DAC	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Every 30 Days thereafter	<b>a. ADDRESSEE</b>		<b>Draft</b>	<b>Final</b>	
<b>16. REMARKS</b> The contractor shall submit monthly status report within 15 days of close of each monthly reporting report to include itemized expenditures, materials, and all accumulated cost to date.				Code 6102		1	
				Code 6180		1	
				<b>15. TOTAL</b> →		2	
<b>1. DATA ITEM NO.</b> A003	<b>2. TITLE OF DATA ITEM</b> Informal (letter) Technical Progress Report			<b>3. SUBTITLE</b>			
<b>4. AUTHORITY</b> (Data Acquisition Document No.)		<b>5. CONTRACT REFERENCE</b> SOW PARA 4		<b>6. REQUIRING OFFICE</b> NRL			
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> Monthly	<b>12. DATE OF FIRST SUBMISSION</b> 30 DAC	<b>14. DISTRIBUTION</b>		<b>b. COPIES</b>	
<b>8. APP CODE</b>	<b>11. AS OF DATE</b> 30 DAC	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 30 days thereafter	<b>a. ADDRESSEE</b>		<b>Draft</b>	<b>Final</b>	
<b>16. REMARKS</b> Contractor must submit monthly progress report based on the statement of work to include accomplishments made, objectives for next reporting period and/or a list of problems or delays foreseen.				Code 6102		1	
				Code 6180		1	
				<b>15. TOTAL</b> →		2	
<b>1. DATA ITEM NO.</b> A004	<b>2. TITLE OF DATA ITEM</b> TASK SUMMARY REPORT			<b>3. SUBTITLE</b>			
<b>4. AUTHORITY</b> (Data Acquisition Document No.)		<b>5. CONTRACT REFERENCE</b>		<b>6. REQUIRING OFFICE</b> NRL			
<b>7. DD 250 REQ</b>	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> AS REQ	<b>12. DATE OF FIRST SUBMISSION</b> 15 Days After	<b>14. DISTRIBUTION</b>		<b>b. COPIES</b>	
<b>8. APP CODE</b> DD	<b>11. AS OF DATE</b> AS REQ	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> AS REQ	<b>a. ADDRESSEE</b>		<b>Draft</b>	<b>Final</b>	
<b>16. REMARKS</b> The contractor shall provide final summary letter report of each task completed which summarizes program results and accomplishments.				Code 6102		1	
				Code 6180		1	
				<b>15. TOTAL</b> →		2	
<b>G. PREPARED BY</b> NRL CODE 6102		<b>H. DATE</b> 9/28/04		<b>I. APPROVED BY</b>		<b>J. DATE</b>	

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

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<b>18. ESTIMATED TOTAL PRICE</b>

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

**Form Approved**  
**OMB No. 0704-0188**


A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0002	A	TDP _____ TM- _____ OTHER _____

D. SYSTEM / ITEM	E. CONTRACT / PR NO.	F. CONTRACTOR
0001		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A005	TASK SUMMARY REPORT	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE  NRL
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7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION			
DD		AS REQ	30 days after Award	a. ADDRESSEE	b. COPIES		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		Draft	Final	
		30 days after completion	AS REQ			Reg	Repro

<b>16. REMARKS</b>  The contractor shall submit a financial summary report (formal memo) of each tasks completed which summarizes results and accomplishments for the year.	CODE 6102		1	
	CODE 6180		4	
	15. TOTAL			5

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A006	CONTRACTOR ON-SITE LABOR REPORT	N/A

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
		NRL

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES	
					Draft	Final
LT		MTHLY	30 DAC			
N/A		30 DAC	5th day of @ month		Reg	Repro

16. REMARKS			
The contractor shall provide a monthly on-site labor report by the 5th working day of each month for the preceeding month. The report shall include:			
1. Reporting Period:			
Contract Number:			
Contract Value:			
Current Funding:			
Date Submitted:			
2. Labor, including Subcontracts. The contractor must show the employee's names, number of hours worked, on-site at NRL and or CBD. If the contractor employees worked on multiple tasks (as defined by the COR), the number of hours worked must be identified on each task, and must be stated separately.			
	Code 6102	1	
	Code 6180	2	
15. TOTAL		3	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NRL CODE 6102	9/28/04		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

## **PERSONNEL QUALIFICATIONS**

### **\*SENIOR ENGINEER:**

Minimum B.S. degree in Engineering or in one of the Physical Sciences and have a minimum of 8 years of post graduate experience including acting as principal investigator for at least 4 years in one or more of the areas described in the Statement of Work.

### **STAFF ENGINEER:**

Must possess a B.S. in Engineering or in one of the Physical Sciences and have a minimum of 4 years of post graduate experience, including acting as principal investigator for at least 2 years in one or more of the areas described in the Statement of Work.

### **JUNIOR ENGINEER:**

Must possess a B.S. degree in Engineering or in one of the Physical Sciences.

### **TECHNICIAN:**

Minimum of at least 5 years experience as a technician in one or more areas described in the Statement of Work.

### **SUPPORT PERSONNEL:**

No specific work experience is required.

**\* DENOTES KEY PERSONNEL. Only the categories denoted as Key Personnel are subject to the requirements as set forth under Section H-2, KEY PERSONNEL.**



<b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING SER: 055-04</b>			
				a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;"><b>TOP SECRET</b></div>			
				b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;"><b>NONE</b></div>			
<b>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b>				<b>3. THIS SPECIFICATION IS: (X and complete as applicable)</b>			
<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER				<input checked="" type="checkbox"/> a. ORIGINAL (Complete date in all cases)	DATE (YYYYMMDD) 20040803		
b. SUBCONTRACT NUMBER				b. REVISED (Supersedes all previous specs)	REVISION NO.	DATE (YYYYMMDD)	
c. SOLICITATION OR OTHER NUMBER 61-0567-04		DUE DATE (YYYYMMDD)		c. FINAL (Complete Item 5 in all cases)		DATE (YYYYMMDD)	
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.							
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____							
<b>6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)</b>							
a. NAME, ADDRESS, AND ZIP CODE  FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD.			b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)  N/A		
<b>7. SUBCONTRACTOR</b>							
a. NAME, ADDRESS, AND ZIP CODE  N/A			b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)  N/A		
<b>8. ACTUAL PERFORMANCE</b>							
a. LOCATION  N/A			b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)  N/A		
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b>  R&D SUPPORT FOR NAVY TECHNOLOGY CENTER SAFETY SURVIVABILITY							
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>							
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>				
b. RESTRICTED DATA	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES	NO		
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>		
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>		
e. INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>		
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>		
(2) Non-SCI		<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>		
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>		
g. NATO INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>		
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>		
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>		
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>		
k. OTHER (Specify)			l. OTHER (Specify)				

**12. PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (*Specify*)

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 6180

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.

\*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

Access to classified information is not required for the purpose of submitting a bid/proposal for this statement of work. However, prior to award of contract, the successful contractor will be required to have a TOP SECRET facility clearance, and DoD personnel assigned to this contract must have a final favorable DoD adjudicated clearance commensurate with level of access required for the performance of this contract.

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. ☐ Yes ☒ No  
(*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

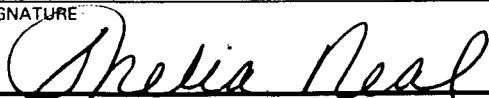
**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. ☐ Yes ☒ No  
(*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL SHELIA NEAL	b. TITLE CONTRACTING OFFICER, SECURITY	c. TELEPHONE ( <i>Include Area Code</i> ) (202) 767-2240/2391
---	---	--

d. ADDRESS (*Include Zip Code*)  
NAVAL RESEARCH LABORATORY  
4555 OVERLOOK AVE. SW  
WASHINGTON, DC 20375-5320

e. SIGNATURE



**17. REQUIRED DISTRIBUTION**

- |                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR   |
| <input type="checkbox"/>            | b. SUBCONTRACTOR  |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR          |
| <input type="checkbox"/>            | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input type="checkbox"/>            | e. ADMINISTRATIVE CONTRACTING OFFICER                             |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY 1226.2, 6180, 6102                         |